

ORIGINAL

ncf1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Countrywide Home Loans, Inc.
Plaintiff

VS.

Douglas Swanson
Defendant

JUDGE ALESIA

MAGISTRATE JUDGE KEYS

NO. **02C 533 5**

This is an attempt to
collect a debt and any
information obtained will be
used for that purpose.

DOCKETED

JUL 29 2002

Fisher And Fisher
File # 51469

FILED

JUL 29 2002

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

COMPLAINT FOR FORECLOSURE

Now comes Plaintiff, by its attorneys, FISHER AND FISHER, ATTORNEYS AT LAW, P.C., and, pursuant to Illinois Compiled Statutes, Chapter 735, Section 15, 15-1101 et seq., alleges the following:

1. Jurisdiction of this court is based upon diversity of citizenship. Plaintiff is a corporation incorporated under the laws of the STATE OF NEW YORK, having its principal place of business in the STATE OF CALIFORNIA. Defendant mortgagors are citizens of the STATE OF ILLINOIS. This matter in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.

2. Plaintiff files this complaint to foreclose the mortgage hereinafter described, and joins the following persons as defendants:

Douglas Swanson - an Illinois citizen

3. Attached as Exhibit "A" is a copy of the note, as Exhibit "B" is a copy of the mortgage and as Exhibit "C" is a copy of the assignment(s) secured thereby.

4. Information concerning mortgage:

(A) Nature of instrument: Mortgage

(B) Date of Mortgage: January 21, 2000

(C) Name of Mortgagor: Douglas Swanson

(D) Name of Mortgagee: Prism Mortgage Company

(E) Date and place of recording: January 28, 2000, WILL County Recorder of Deeds Office

(F) Identification of recording: R2000011591

(G) Interest subject to the mortgage: Fee Simple

(H) Amount of original indebtedness including subsequent advances made under the mortgage: \$179,100.00

(I) Legal description and the common address:

LOT 206 IN MCDONALD MANOR ESTATES UNIT SIX, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1994 AS DOCUMENT NO. R94-76769, IN WILL COUNTY, ILLINOIS.
c/k/a 22832 South Anna Drive, Channahon, IL 60410
Tax ID# 06-34-404-008

(J) Statement as to default now due:

1. Date of default: 02/2002
2. Unpaid principal balance: \$175,251.45.
3. Per diem interest accruing: \$31.21

(K) Name of present owners of the real estate:

Douglas Swanson

(L) Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

- None

(M) The following defendants, except those who have received a discharge of this debt in any chapter under the United States Bankruptcy Code, may be held personally liable for the deficiency, if any:

Douglas Swanson

(N) Capacity in which plaintiff brings this foreclosure: Plaintiff is the owner and legal holder of said note, mortgage and indebtedness.

(O) Facts in support of request for attorneys' fees and of costs and expenses.

Plaintiff has been required to retain counsel for litigation of this foreclosure and to incur substantial attorneys' fees, court costs, title insurance or abstract costs and other expenses which should be added to the balance secured by said mortgage, and which are a lien upon said real estate being foreclosed, as provided in said mortgage.

5. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty days (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

REQUEST FOR RELIEF

Plaintiff requests:

- (i) A judgment to foreclose such mortgage providing for a sale by public auction
- (ii) An order granting a shortened redemption period, if authorized by law.
- (iii) A personal judgment for a deficiency, if authorized by law.
- (iv) An order granting possession.
- (v) An order placing the mortgagee in possession or appointing a receiver if and when sought.
- (vi) A judgment for attorneys' fees, costs and expenses including but not limited to payments for taxes, insurance, securing, inspections and other expenses of the plaintiff.
- (vii) Enforcement of its assignment of rents derived from said real estate.

- (viii) Such other relief as equity may require, including, but not limited to, declaratory and injunctive relief.

Plaintiff

Countrywide Home Loans, Inc.

By: 

One of Plaintiff's Attorneys

Attorneys for Plaintiff
FISHER AND FISHER
ATTORNEYS AT LAW, P.C.
120 North LaSalle Street, Suite 2520
Chicago, IL 60602
(773) 854-8055
ARDC# 816108

Loan No. 12501468

ADJUSTABLE RATE
NOTE

FHA Case No.
137-0286736-729

JANUARY 21, 2000

[Date]

22832 SOUTH ANNA DRIVE
CHANNAHON, IL 60410

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **PRISM MORTGAGE COMPANY,**

AN ILLINOIS CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **ONE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED AND 00/100** Dollars (U.S. \$ **179,100.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX AND ONE HALF** percent (**6.500%**) per year until the full amount of principal has been paid. The interest rate may change in accordance with paragraph 5(C) of this Note.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument". That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **MARCH 1, 2000**. Any principal and interest remaining on the first day of **FEBRUARY 1, 2030**, will be due on that date, which is called the maturity date.

(B) Place

Payment shall be made at

P.O. BOX 54 - 2934, CHICAGO, IL 60654 - 0934

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Initially, each monthly payment of principal and interest will be in the amount of U.S. \$ **1,132.03**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument. This amount may change in accordance with paragraph 5(E) of this Note.

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **APRIL, 2001**, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

MULTISTATE - FHA Adjustable Rate Note
Form 27615 1/96

Contour Software, Inc. (800) 777-1718
#CON27615 (FHAARMNT) 3/96

Page 1 of 3

Initials: D.S.

EXHIBIT

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND THREE QUARTERS**

percentage points (**2.750 %**) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of this Note.

(E) Calculation of Payment Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

6. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

7. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000 %**) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorney's fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

8. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Douglas Swanson (Seal)
DOUGLAS SWANSON -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
PAY TO THE ORDER OF -Borrower

____ (Seal)
____ -Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY Carol Hanvuthinanon
CAROL HANVUTHINANON
ASST. SECRETARY

R2000011591

4909132

MARY ANN STUKEL

Will County Recorder

Will County

R 2000011591

Page 1 of 9

BAN Date 01/28/2000

Time 10:54:17

Recording Fees:

20.00

PREPARED BY:

WHEN RECORDED RETURN TO
PRISM MORTGAGE COMPANY, ATTN: FINAL DOCS
440 NORTH ORLEANS
CHICAGO, IL 60610

[Space Above This Line For Recording Data]

State of Illinois

FHA Case No.

137-0286736-729

MORTGAGE

LOAN NO. 12501468

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is

JANUARY 21, 2000

DOUGLAS SWANSON, A MARRIED MAN

("Borrower(s)"). This Security Instrument is given to

PRISM MORTGAGE COMPANY,
AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS

, and whose address is

440 NORTH ORLEANS
CHICAGO, IL 60610

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY-NINE THOUSAND ONE
HUNDRED AND 00/100

Dollars (U.S. \$ 179,100.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on FEBRUARY 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with
interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender, the following described property located in

WILL

County, Illinois:

LOT 206 IN MCDONALD MANOR ESTATES UNIT SIX, BEING A SUBDIVISION
OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 35
NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED AUGUST 8, 1994 AS DOCUMENT NO.
R94-76769, IN WILL COUNTY, ILLINOIS.

APN: 06-34-404-008

EXHIBIT B

R2000011591

which has the address of **22832 SOUTH ANNA DRIVE, CHANNAHON**

Illinois

60410

[Zip Code]

[Street]

("Property Address");

[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

P0000011591

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note; including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

R29000011591

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by; or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **60 DAYS** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

R2000011591

12. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in the paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

P0000011591

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input checked="" type="checkbox"/> Adjustable Rate Rider |
| <input type="checkbox"/> Other [Specify] | |

2000011591

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Douglas Swanson (Seal)
DOUGLAS SWANSON - Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

_____ (Seal)
- Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

County of Will

} ss.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Douglas Swanson

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of January, 2000

My Commission expires:

"OFFICIAL SEAL"
DETTA R. WALCH
Notary Public, State of Illinois
Commission Expires 3/14/01

[Signature]
Notary Public

R20000563 3

Recording requested by
PRISM MORTGAGE COMPANY
When recorded mail to:
COUNTRYWIDE HOME LOANS
1800 TAPO CANYON ROAD, SV-79C
SIMI VALLEY, CA 93063
Attn: Joe Tharpe

MARY ANN STUKEL

Will County Recorder
Will County

2P

R 2000056563

Page 1 of 2

KLH Date 05/30/2000

Time 10:06:22

Recording Fees:

15.00

CORPORATION ASSIGNMENT OF MORTGAGE

Account# 4909132
Commitment# 3636

For value received, the undersigned, PRISM MORTGAGE COMPANY, 440 N. ORLEANS
CHICAGO, IL 60610, hereby grants, assigns and transfers to:
COUNTRYWIDE HOME LOANS, INC.
1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063

All its interest under that certain Mortgage dated 1/21/00, Executed by:
DOUGLAS SWANSON Mortgagor as per MORTGAGE recorded as Instrument No. 11591
on 11/24/00 in Book 11591 Page 11591 of official
records in the County Recorder's Office of WILL County, ILLINOIS.
Tax Parcel = 0634404008
WILL COUNTY TREASURER
Original Mortgage \$179,100.00
22832 SOUTH ANNA DR, CHANNAHON, IL 60410

(See attached page for Legal Description)
Together with the Note or Notes therein described or referred to, the money
due and to become due thereon with interest, and all rights accrued or to
accrue under said Mortgage.

PRISM MORTGAGE COMPANY

Dated: 2/28/00
State of California
County of Ventura

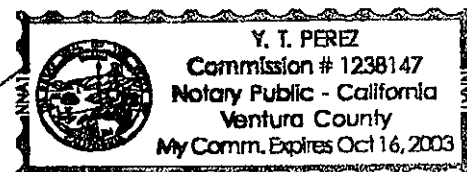
By DEANNA BURNS
ASSISTANT SECRETARY

On 2/28/00 before me, Y.T. PEREZ, personally appeared DEANNA BURNS ASSISTANT
SECRETARY, PRISM MORTGAGE COMPANY, Personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their duly authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the persons acted, executed the instrument.
Witness my hand and official seal.

Signature

Y.T. PEREZ

Prepared by: Joe Tharpe
1800 TAPO CANYON ROAD, SV-79C, SIMI VALLEY, CA 93063
Phone # (805) 520-5100 Extn: 4748



1062

EXHIBIT

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

F & E # 01407

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law except as provided herein. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil action. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

Countrywide Home Loans, Inc.

JUDGE ALESIA

DEFENDANTS

Douglas Swanson

MAGISTRATE JUDGE KEYS

02C

5335

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Ventura
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Will
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Instate Citizenship of Parties in Item III)

ATTORNEYS (IF KNOWN)

Fisher & Fisher, Attorneys At Law, PC
120 North LaSalle, Ste. 2520

Chicago, IL 60602

Tel: 312.467.1000

FILED

JUL 29 2002

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

- Citizen of This State ☒ 1
Citizen of Another State ☐ 2 ☐ 2
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3
Incorporated or Principal Place of Business in This State ☐ 4
Incorporated and Principal Place of Business in Another State ☒ 5
Foreign Nation ☐ 6

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILED AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES (U.S.C. 1332)

MORTGAGE FORECLOSURE - 28 U.S.C. 1332

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Motor Vehicle <input type="checkbox"/> 140 Negotiable Instruments <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 160 Real Estate <input type="checkbox"/> 170 Recovery of Damages (Contract, Tort, etc.) <input type="checkbox"/> 180 Recovery of Damages (Contract, Tort, etc.) <input type="checkbox"/> 190 Recovery of Damages (Contract, Tort, etc.) <input type="checkbox"/> 200 Other Contract	<input type="checkbox"/> 210 Personal Injury <input type="checkbox"/> 220 Personal Injury - Negligence <input type="checkbox"/> 230 Personal Injury - Negligence <input type="checkbox"/> 240 Personal Injury - Negligence <input type="checkbox"/> 250 Personal Injury - Negligence <input type="checkbox"/> 260 Personal Injury - Negligence <input type="checkbox"/> 270 Personal Injury - Negligence <input type="checkbox"/> 280 Personal Injury - Negligence <input type="checkbox"/> 290 Personal Injury - Negligence <input type="checkbox"/> 300 Personal Injury - Negligence <input type="checkbox"/> 310 Personal Injury - Negligence <input type="checkbox"/> 320 Personal Injury - Negligence <input type="checkbox"/> 330 Personal Injury - Negligence <input type="checkbox"/> 340 Personal Injury - Negligence <input type="checkbox"/> 350 Personal Injury - Negligence <input type="checkbox"/> 360 Personal Injury - Negligence <input type="checkbox"/> 370 Personal Injury - Negligence <input type="checkbox"/> 380 Personal Injury - Negligence <input type="checkbox"/> 390 Personal Injury - Negligence <input type="checkbox"/> 400 Personal Injury - Negligence <input type="checkbox"/> 410 Personal Injury - Negligence <input type="checkbox"/> 420 Personal Injury - Negligence <input type="checkbox"/> 430 Personal Injury - Negligence <input type="checkbox"/> 440 Personal Injury - Negligence <input type="checkbox"/> 450 Personal Injury - Negligence <input type="checkbox"/> 460 Personal Injury - Negligence <input type="checkbox"/> 470 Personal Injury - Negligence <input type="checkbox"/> 480 Personal Injury - Negligence <input type="checkbox"/> 490 Personal Injury - Negligence <input type="checkbox"/> 500 Personal Injury - Negligence	<input type="checkbox"/> 510 Agricultural <input type="checkbox"/> 520 Other Food & Drug <input type="checkbox"/> 530 Drug Related Security or Property 21 USC 881 <input type="checkbox"/> 540 Labor Union <input type="checkbox"/> 550 R.R. & Truck <input type="checkbox"/> 560 Airline Regs. <input type="checkbox"/> 570 Occupational Safety/Health <input type="checkbox"/> 580 Other	<input type="checkbox"/> 600 Bankruptcy <input type="checkbox"/> 610 Appeal 28 USC 158 <input type="checkbox"/> 620 Writ 28 USC 167 <input type="checkbox"/> 630 Copyright <input type="checkbox"/> 640 Patent <input type="checkbox"/> 650 Trademark <input type="checkbox"/> 660 Social Security <input type="checkbox"/> 670 HRA (10958) <input type="checkbox"/> 680 BBA Long (823) <input type="checkbox"/> 690 DMCA (10730) <input type="checkbox"/> 700 SSA Title XVI <input type="checkbox"/> 710 RRI (10630)	<input type="checkbox"/> 720 State <input type="checkbox"/> 730 Reorganization <input type="checkbox"/> 740 Bank and Bankruptcy <input type="checkbox"/> 750 Commercial/C.C. <input type="checkbox"/> 760 Disposition <input type="checkbox"/> 770 Recovery of Damages <input type="checkbox"/> 780 Contract Disputes <input type="checkbox"/> 790 Securities Services <input type="checkbox"/> 800 Securities/Comm. Exchange <input type="checkbox"/> 810 Customer Creditors 12 USC 3410 <input type="checkbox"/> 820 Agricultural Acts <input type="checkbox"/> 830 Economic Stimulus Act <input type="checkbox"/> 840 Environmental Mgmt. <input type="checkbox"/> 850 Energy Allocation <input type="checkbox"/> 860 Appeal of Fee Determination Under Equal Access to Justice Act <input type="checkbox"/> 870 Compulsory Arbitration of State Disputes <input type="checkbox"/> 880 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Real Estate & Eminent Domain <input type="checkbox"/> 240 Real Estate <input type="checkbox"/> 250 Tort Product Liability <input type="checkbox"/> 260 All Other Real Property	<input type="checkbox"/> 310 Personal Injury <input type="checkbox"/> 320 Personal Injury - Negligence <input type="checkbox"/> 330 Personal Injury - Negligence <input type="checkbox"/> 340 Personal Injury - Negligence <input type="checkbox"/> 350 Personal Injury - Negligence <input type="checkbox"/> 360 Personal Injury - Negligence <input type="checkbox"/> 370 Personal Injury - Negligence <input type="checkbox"/> 380 Personal Injury - Negligence <input type="checkbox"/> 390 Personal Injury - Negligence <input type="checkbox"/> 400 Personal Injury - Negligence <input type="checkbox"/> 410 Personal Injury - Negligence <input type="checkbox"/> 420 Personal Injury - Negligence <input type="checkbox"/> 430 Personal Injury - Negligence <input type="checkbox"/> 440 Personal Injury - Negligence <input type="checkbox"/> 450 Personal Injury - Negligence <input type="checkbox"/> 460 Personal Injury - Negligence <input type="checkbox"/> 470 Personal Injury - Negligence <input type="checkbox"/> 480 Personal Injury - Negligence <input type="checkbox"/> 490 Personal Injury - Negligence <input type="checkbox"/> 500 Personal Injury - Negligence	<input type="checkbox"/> 510 Agricultural <input type="checkbox"/> 520 Other Food & Drug <input type="checkbox"/> 530 Drug Related Security or Property 21 USC 881 <input type="checkbox"/> 540 Labor Union <input type="checkbox"/> 550 R.R. & Truck <input type="checkbox"/> 560 Airline Regs. <input type="checkbox"/> 570 Occupational Safety/Health <input type="checkbox"/> 580 Other	<input type="checkbox"/> 600 Bankruptcy <input type="checkbox"/> 610 Appeal 28 USC 158 <input type="checkbox"/> 620 Writ 28 USC 167 <input type="checkbox"/> 630 Copyright <input type="checkbox"/> 640 Patent <input type="checkbox"/> 650 Trademark <input type="checkbox"/> 660 Social Security <input type="checkbox"/> 670 HRA (10958) <input type="checkbox"/> 680 BBA Long (823) <input type="checkbox"/> 690 DMCA (10730) <input type="checkbox"/> 700 SSA Title XVI <input type="checkbox"/> 710 RRI (10630)	<input type="checkbox"/> 720 State <input type="checkbox"/> 730 Reorganization <input type="checkbox"/> 740 Bank and Bankruptcy <input type="checkbox"/> 750 Commercial/C.C. <input type="checkbox"/> 760 Disposition <input type="checkbox"/> 770 Recovery of Damages <input type="checkbox"/> 780 Contract Disputes <input type="checkbox"/> 790 Securities Services <input type="checkbox"/> 800 Securities/Comm. Exchange <input type="checkbox"/> 810 Customer Creditors 12 USC 3410 <input type="checkbox"/> 820 Agricultural Acts <input type="checkbox"/> 830 Economic Stimulus Act <input type="checkbox"/> 840 Environmental Mgmt. <input type="checkbox"/> 850 Energy Allocation <input type="checkbox"/> 860 Appeal of Fee Determination Under Equal Access to Justice Act <input type="checkbox"/> 870 Compulsory Arbitration of State Disputes <input type="checkbox"/> 880 Other Statutory Actions

VI. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Mandamus Application
☐ 7 Appeal from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
☐ UNDER FRCP 23

DEMAND \$

\$ 175,251.45

Check YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☐ NO

VIII. REMARKS

In response to ☐ is not a refiling of a previously dismissed action
General Rule 2.21D(2) this case ☐ is a refiling of case number _____ of Judge _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

JUL 29 2002

UNITED STATES DISTRICT COURT

FILED

UNITED STATES DISTRICT COURT JUL 29 2002

NORTHERN DISTRICT OF ILLINOIS
Eastern Division

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

JUDGE ALESIA

In the Matter of

Countrywide Home Loans, Inc.

v

Douglas Swanson, et al.

Case Number:

02C 5335

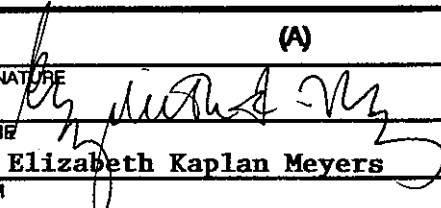
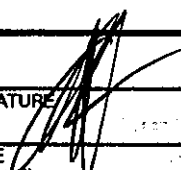
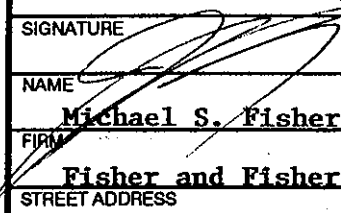
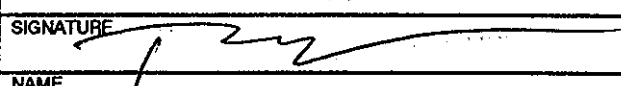
MAGISTRATE JUDGE KEYS

DOCKETED

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

Countrywide Home Loans, Inc.

JUL 29 2002

(A)	(B)
SIGNATURE 	SIGNATURE 
NAME Elizabeth Kaplan Meyers	NAME Renee Meltzer Kalman
FIRM Fisher and Fisher	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LaSalle St., Ste 2520	STREET ADDRESS 120 N. LaSalle St., Ste 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06196562	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06198331
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>
(C)	(D)
SIGNATURE 	SIGNATURE 
NAME Michael S. Fisher	NAME RYAN KRUEGER
FIRM Fisher and Fisher	FIRM FISHER AND FISHER
STREET ADDRESS 120 N. LaSalle St., Ste. 2520	STREET ADDRESS 120 N. LASALLE ST., STE. 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP CHICAGO, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06216064	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6237486
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>

PLEASE COMPLETE IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Eastern Division

FILED

JUL 29 2002

In the Matter of

Countrywide Home Loans, Inc.

v.

Douglas Swanson, et al.

JUDGE ALESIA

Case Number

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

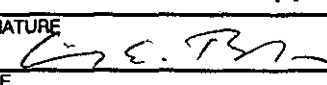

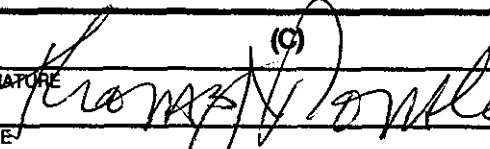
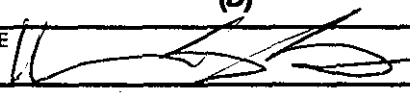
02C 5335

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

Countrywide Home Loans, Inc.

DOCKETED

JUL 29 2002

(A)	(B)
SIGNATURE 	SIGNATURE 
NAME Erik E. Blumberg	NAME Marc D. Engel
FIRM Fisher and Fisher	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LaSalle St., Suite 2520	STREET ADDRESS 120 N. LaSalle St., Suite 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6226628	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6255891
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>
SIGNATURE 	SIGNATURE 
NAME THOMAS J. DONAHUE	NAME Kenneth J. Johnson
FIRM FISHER AND FISHER	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LASALLE, SUITE 2520	STREET ADDRESS 120 N. LaSalle St., Suite 2520
CITY/STATE/ZIP CHICAGO, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6201082	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 90785090
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>

PLEASE COMPLETE IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Eastern Division

FILED

JUL 29 2002

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

JUDGE ALESIA

Case Number.

02C 5335

In the Matter of

Countrywide Home Loans, Inc.

v

Douglas Swanson, et al.

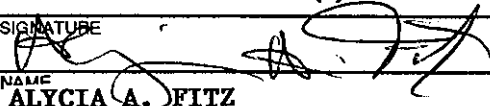
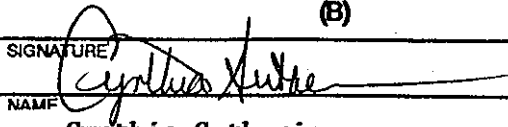
MAGISTRATE JUDGE KEYS

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

Countrywide Home Loans, Inc.

DOCKETED

JUL 29 2002

(A)	(B)
SIGNATURE 	SIGNATURE 
NAME ALYCIA A. FITZ	NAME Cynthia Sutherin
FIRM Fisher and Fisher	FIRM Fisher and Fisher
STREET ADDRESS 120 N. LaSalle St., Suite 2520	STREET ADDRESS 120 N. LaSalle, Suite 2520
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER 312-372-4784	TELEPHONE NUMBER 312-372-4784
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6269747	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6256989
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>
(C)	(D)
SIGNATURE	SIGNATURE
NAME	NAME
FIRM	FIRM
STREET ADDRESS	STREET ADDRESS
CITY/STATE/ZIP	CITY/STATE/ZIP
TELEPHONE NUMBER	TELEPHONE NUMBER
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>

PLEASE COMPLETE IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE.

1-5